

ROBERT S. LARSEN, ESQ.
Nevada Bar No. 7785
JING ZHAO, ESQ.
Nevada Bar No. 11487
GORDON REES SCULLY MANSUKHANI, LLP
300 South 4th Street, Suite 1550
Las Vegas, Nevada 89101
Telephone: (702) 577-9300
Facsimile: (702) 255-2858
E-Mail: rlarsen@grsm.com
jzhao@grsm.com

Attorneys for Defendant

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

KALIFANO, INC.,)	Case No.:
)	
Plaintiff,)	EJDC Case No. A-19-793644-C
)	
vs.)	PETITION FOR REMOVAL
)	FROM STATE COURT UNDER 28
SIERRA HEALTH AND LIFE INSURANCE)	U.S.C. § 1331
COMPANY, INC.; a Nevada corporation; and DOES)	
1-10 and ROE CORPORATIONS 11-20 inclusive,)	(FEDERAL QUESTION)
)	
Defendants.)	

Defendant Sierra Health and Life Insurance Company, Inc. (“Sierra”), by and through its counsel, removes the above-captioned action, currently pending in the Eighth Judicial District Court of Clark County, Nevada (“State Court”), to the United States District Court for the District of Nevada. Removal is appropriate on the grounds of federal question jurisdiction pursuant to 28 U.S.C. § 1331 and is authorized by 28 U.S.C. §§ 1441 and 1446. This action relates to employee health care plans, and each claim is preempted by 29 U.S.C. § 1144(a) of the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §1001, *et seq.*

I. STATE COURT ACTION

1. On or about April 25, 2019, Plaintiff Kalifano, Inc. (“Plaintiff”) filed suit in the matter of *Kalifano, Inc. v. Sierra Health and Life Insurance Company, Inc.*, in State Court, Case No. A-19-793644-C (the “State Court Action”). A true and correct copy of the Complaint is attached as **Exhibit A**.

Gordon Rees Scully Mansukhani, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

1 2. Plaintiff and Sierra entered into a contract for Sierra to provide health care
2 coverage for Plaintiff's employees ("Sierra Health Plan"). Plaintiff seeks to recover payments of
3 over \$15,000.00, allegedly paid in excess, to Sierra for health benefits under the Sierra Health
4 Plan for Plaintiff's employee Ismat Khalaf ("Mr. Khalaf"). (Exhibit A, Complaint, ¶¶ 26, 36, 44,
5 50, 57, 63, 68, 72).

6 3. The State Court Action is properly removed to the United States District Court for
7 the District of Nevada pursuant to ERISA, 29 U.S.C. § 1001, *et seq.* and each claim for relief
8 contained in the State Court Action is preempted.

9 **II. ALL PROCEDURAL REQUIREMENTS FOR REMOVAL HAVE BEEN**
10 **SATISFIED**

11 1. A true and correct copy of the entire court file, including all process and pleadings
12 served upon Sierra, is attached as Exhibit A pursuant to 28 U.S.C. § 1446(a), and is incorporated
13 by this reference.

14 2. Plaintiff's Complaint was filed in State Court on or about April 25, 2009. (Exhibit
15 A, Complaint, generally).

16 3. On or about May 9, 2019, Sierra's resident agent CT Corporation received service
17 of the Summons and Complaint.

18 4. Sierra is the only named defendant and files this petition in support of its request
19 to remove this action to the United States District Court for the District of Nevada. 28 U.S.C. §
20 1446(b).

21 5. Sierra has filed and served a Petition for Removal within 30 days of receipt of the
22 Summons and Complaint. Accordingly, the Petition for Removal is timely filed pursuant to 28
23 U.S.C. § 1446(b).

24 6. The United States District Court for the District of Nevada embraces the locality
25 in which the State Court Action is now pending, making this Court the proper forum pursuant to
26 28 U.S.C. § 1441(a).

27 7. No previous application has been made for the relief requested herein.

28 8. Pursuant to 28 U.S.C. § 1446(d), a copy of the Petition for Removal is being

served on Plaintiff, and a copy is being filed with the State Court.

9. If any question arises regarding the propriety of this removed action, Sierra respectfully requests the opportunity to present briefing and/or oral argument in support of its position that this case is removable.

III. REMOVAL IS PROPER BECAUSE THE COURT HAS ORIGINAL JURISDICTION PURSUANT TO 28 U.S.C. §§ 1331 AND 1441 and 29 U.S.C. §1132(a)

1. A defendant may remove to the appropriate United States District Court “any civil action brought in a state court of which the district courts of the United States have original jurisdiction.” 28 U.S.C. § 1441(a). The United States District Courts have original jurisdiction under the federal question statute over cases “arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. §§ 1331 and 1441(b).

2. This Court has original jurisdiction over the State Court Action under 28 U.S.C. § 1331, and Sierra’s removal is proper under 28 U.S.C. § 1441(b) because the State Court Action arises under the provisions of ERISA 29 U.S.C. § 1001 *et. seq.*, including 29 U.S.C §§ 1132(a) and 1144(a). The District Courts of the United States have original jurisdiction over, and Federal ERISA law controls, actions brought to recover benefits and to enforce rights under employee health care plans. 29 U.S.C. §1132(e)(1); *Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41 (1987). “It is long settled law that a cause of action arises under federal law only when the plaintiff’s well-pleaded complaint raises issues of federal law.” *City of Chi. v. Int’l College of Surgeons*, 522 U.S. 156, 163 (1997), citing *Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58, 63 (1987).

3. Title 29 U.S.C. § 1002(1) defines an “employee welfare benefit plan” or “welfare plan” as “any plan, fund, or program which was heretofore or is hereafter established or maintained by an employer or by an employee organization, or by both, to the extent that such plan, fund, or program was established or is maintained for the purpose of providing for its participants or their beneficiaries, through the purchase of insurance or otherwise, (A) medical, surgical, or hospital care benefits, or benefits in the event of sickness, accident, disability, death or unemployment . . .”

Gordon Rees Scully Mansukhani, LLP
 300 S. 4th Street, Suite 1550
 Las Vegas, NV 89101

4. Sierra provided coverage under an employer health care plan to Plaintiff's employees ("Sierra Health Plan"). Plaintiff seeks to recover payment of over \$15,000.00, allegedly in excess, to Sierra under the Sierra Health Plan for Plaintiff's employee Ismat Khalaf ("Mr. Khalaf"). (Exhibit A, Complaint, ¶¶ 26, 36, 44, 50, 57, 63, 68, 72). This action arises under ERISA in that Plaintiff seeks to recover payment for employee health care coverage based on an employer based plan governed by ERISA. (Exhibit A, Complaint, ¶¶ 6-69).

5. Specifically, Plaintiff alleges "[Plaintiff] entered into a contract with [Sierra] for provision of health care coverage for its employees." (Exhibit A, Complaint ¶ 6). Further, "[a]t the inception of the Sierra Health Plan, among others, [Mr. Khalaf] was an employee with [Plaintiff] and a Nevada resident, who became enrolled in the Sierra Health Plan." (Exhibit A, Complaint, ¶ 10).

6. Plaintiff's Complaint alleges causes of action against Sierra for Fraud, Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing/Common Law Bad Faith, Mutual Mistake, Unilateral Mistake, Negligent Misrepresentation, Unjust Enrichments, and Declaratory Relief. (Exhibit A, Complaint, ¶¶ 20-74). Each of Plaintiff's causes of action is premised on a breach of the Sierra Health Plan and payment Plaintiffs made to Sierra on behalf of Mr. Khalaf under the Sierra Health Plan. (Exhibit A, Complaint, ¶¶ 6, 10.)

7. Although Plaintiff's Complaint does not specifically reference a cause of action under ERISA, ERISA applies to an employee health care coverage plan. 29 U.S.C. § 1002(1). Plaintiff seeks recovery for payments made to Sierra on behalf of Plaintiff's employee for coverage under the Sierra Health Plan. Therefore, complete preemption under ERISA applies, as Plaintiff's claims all fall within the scope of ERISA's civil enforcement provision under 29, U.S.C. § 1132(a), and relates to ERISA plans under 28 U.S.C. 1144(a).

8. ERISA exclusively governs the enforcement of rights under ERISA plans. *Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41 (1987). Title 29 U.S.C. § 1132(a) sets forth ERISA's civil enforcement provision and provides that a civil action may be brought by a plan participant or beneficiary "to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan."

Gordon Rees Scully Mansukhani, LLP
 300 S. 4th Street, Suite 1550
 Las Vegas, NV 89101

Each of Plaintiff's claims is premised on a breach of a health care coverage contract based on an ERISA governed health care plan, thus falling within the scope of ERISA's civil enforcement provision.

9. Pursuant to 29 U.S.C. §1132(e)(1), both the Federal and state courts have concurrent jurisdiction when a plaintiff is seeking to recover benefits under ERISA. State action to enforce benefit rights is a federal question, thus Sierra's removal of Plaintiff's claims pursuant to a plan regulated by ERISA to this Court is proper. See *Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58 (1987).

10. In addition, ERISA "supersede[s] any and all state laws insofar as they may now or hereafter relate to any employee benefit plan...." 29 U.S.C. §1144(a). The United States Supreme Court has given the phrase "relate to" an expansive meaning, holding that a state law "relates to an employee benefit plan, in the normal sense of the phrase, if it has a connection with or reference to such a plan." *Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85, 96-97 (1983). ERISA preemption applies if the state law claim seeks the benefits under an ERISA plan. *Aetna Health, Inc. v. Davila*, 542 U.S. 200, 209-211 (2004); see *Tingey v. Pixley-Richards West, Inc.*, 953 F.2d 1124, 1131 (9th Cir. 1992) (holding that plaintiff's state law claims "spring from the handling and disposition of [his] medical benefits insurance claim, and thus are subject to preemption.").

11. ERISA preemption is not limited to statutes and rules, but also includes common law causes of action related to ERISA plans. *Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41, 47-48, 107 S. Ct. 1549, 1552-53 (1987). ERISA's preemptive provisions are "deliberately expansive." *Id.* at 45-46.

12. Thus, Plaintiff cannot bypass ERISA preemption by avoiding references to ERISA in its pleadings. While removal is improper unless a federal claim appears on the face of a well-pleaded complaint, see *Franchise Tax Board v. Construction Laborers Vacation Trust*, 463 U.S. 1, 10 (1983), a court may characterize a plaintiff's claims as Federal if the conduct complained of is governed exclusively by Federal law, *Redwood Theatres, Inc. v. Festival Enterprises, Inc.*, 908 F.2d 477, 479 (9th Cir. 1990); *Sullivan v. First Affiliated Securities, Inc.*, 813 F.2d 1368, 1372 (9th Cir. 1987) ["plaintiff cannot defeat removal by masking or 'artfully

pleading' a federal claim as a state claim"]; *see also Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58, 65-66 (1987) [Supreme Court holds that ERISA completely preempts and transforms plaintiff's state law claim into a Federal claim].

13. Plaintiff alleges claims pursuant to the breach of a health care coverage contract based on an ERISA governed health care plan. Therefore, Plaintiff stands in the shoes of the ERISA participants and can only sue for recovery under ERISA. As a result, ERISA completely preempts Plaintiff's state law causes of action, and Sierra can properly remove this action to a United States District Court. *See Misic v. The Building Service Employees Health and Welfare Trust*, 789 F.2d 1374, 1379 (9th Cir. 1986) (dentist permitted to sue under ERISA for claims derivative of those of plan participants), *See also Mackey v. Lanier Collection Agency & Serv.*, 486 U.S. 825, 108 S. Ct. 2182 (1988).

IV. CONCLUSION

For the foregoing reasons, the State Court Action may be removed to the United States District Court for the District of Nevada, the federal district court for the district and division embracing Clark County. *See* 28 U.S.C. § 1441(a). Sierra respectfully requests that the Court assume full jurisdiction over this action as if Plaintiff had originally filed its claims in this Court.

DATED this 30th day of May, 2019.

GORDON REES SCULLY
MANSUKHANI, LLP

/s/ Robert S. Larsen

Robert S. Larsen, Esq.

Nevada Bar No. 7785

Jing Zhao, Esq.

Nevada Bar No. 11487

300 South Fourth Street, Suite 1550

Las Vegas, Nevada 89101

Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30th day of May, 2019, and pursuant to Fed. R. Civ. Pro. 5, I served via CM/ECF and/or deposited for mailing in the U. S. Mail, a true and correct copy of the foregoing PETITION FOR REMOVAL FROM STATE COURT was served upon those persons designated by the parties in the E-Service Master List upon the following:

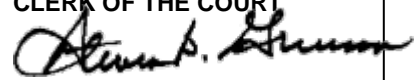
Jesse M. Sbaih, Esq.
Ines Olevic-Saleh, Esq.
JESSE SBANH & ASSOCIATES, LTD
The District at Green Valley Ranch
170 South Green Valley Parkway, Suite 280
Henderson, NV 89012
Attorneys for Plaintiff

/s/ Gayle Angulo
An Employee of GORDON REES SCULLY
MANSUKHANI, LLP

Gordon Rees Scully Mansukhani, LLP
300 S. 4th Street, Suite 1550
Las Vegas, NV 89101

EXHIBIT “A”

Electronically Filed
4/25/2019 4:48 PM
Steven D. Grierson
CLERK OF THE COURT


COMJD

JESSE SBAIH & ASSOCIATES, LTD.
Jesse M. Sbaih (#7898)
Ines Olevic-Saleh (#11431)
The District at Green Valley Ranch
170 South Green Valley Parkway, Suite 280
Henderson, Nevada 89012
Tel (702) 896-2529
Fax (702) 896-0529
jsbaih@sbaihlaw.com

CASE NO: A-19-793644-C
Department 4

Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

KALIFANO, LLC,

Plaintiff,

vs.

SIERRA HEALTH AND LIFE
INSURANCE COMPANY, INC., a Nevada
Corporation; DOES 1-10 and ROE
CORPORATIONS 11-20, inclusive;

Defendants.

Case No.:

Dept. No.:

COMPLAINT

&

DEMAND FOR JURY TRIAL

Exempt from Arbitration
(Equitable and Declaratory Relief Requested
NAR 3(A))

COMES NOW Plaintiff KALIFANO, LLC. ("Kalifano" or "Plaintiff"), by and through its attorneys of record, Jesse Sbaih & Associates, Ltd., and hereby complains, avers and alleges as follows:

I.

PARTIES

1. At all times relevant herein, Kalifano was a Nevada limited liability company conducting business in Clark County, Nevada.

2. Plaintiff is informed and believes and thereon alleges that, at all times relevant herein, Defendant Sierra Health and Life Insurance Company, Inc. ("Sierra Health") was a Nevada corporation and has been doing business in Clark County, Nevada.

Article 1: Glossary of Defined Terms

Eligible Persons – Eligible Employee of Group and their Eligible Family Member(s) (if any). Coverage of board members is not permitted, without prior review and approval by the Underwriting Department. Coverage of retirees is not permitted, unless required by law. Sole proprietor only, owner-only groups (partnerships) and husband/wife groups are not eligible. Coverage of retirees is not permitted.

...

Out of Area – Eligible Employee of Group and their Eligible Family Members(s) (if any) who permanently work outside of Nevada.

...

Article 4: Eligibility and Enrollment**4.1. Eligibility Conditions or Rules**

Eligible Persons shall be those persons who meet the criteria set forth in the Section 1: *Eligibility, Enrollment and Effective Date* of the Certificate of Coverage and such additional requirements as are set forth in this Agreement and the eligibility conditions or rules for each class are stated in the corresponding Exhibit 2, which is attached hereto.

...

4.9. Out of Area Membership

No more than 25% of the enrolled subscribers may permanently work in out of area (OOA) locations. Our products are not available in Florida, Hawaii, or Vermont.

9. In relevant part, the COC states as follows:

SECTION 1. Eligibility, Enrollment and Effective Date

Subscribers and Dependents who meet the following criteria are eligible for coverage under this Certificate.

1.1 Who Is Eligible

Subscriber. To be eligible to enroll as a Subscriber, an employee must be an employee of the enrolling Group or other person whose connection with the Enrolling Group meets the eligibility requirements specified in both the application and the policy and meet the following criteria:

- Be employed full-time;
- Be in an active employment status;
- Work at least the minimum number of hours per week indicated by the Group in its Attachment A to the Group Enrollment Agreement (GEA);
- Meet the applicable waiting period indicated by the Group in its Attachment A to the GEA;
- Enroll during an enrollment period; and

- Work for an employer that meets the Minimum Employer Contribution Percentage for the applicable coverage as set forth in the Attachment A to the GEA.

...

1.3 Changes In Eligibility Status

It is the Subscriber's responsibility to give SHL written notice within thirty-one (31) days of changes which affect his Dependent's eligibility. Changes include, but are not limited to:

- Reaching the limiting age.
- Ceasing to satisfy the mental or physical handicap requirements.
- Death.
- Divorce.
- The Eligible Person and/or Dependent loses eligibility under Medicaid or Children's Health Insurance Program (CHIP). Coverage will begin only if SHL receive the completed enrollment form and any required Premium within 60 days of the date coverage ended.
- Any other event which affects a Dependent's eligibility.

If the Subscriber fails to give notice which would have resulted in termination of coverage, SHL shall have the right to terminate coverage in accordance with the Group Enrollment Agreement.

10. At the inception of the Sierra Health Plan, among others, Ismat Khalaf ("Mr. Khalaf") was an employee with Kalifano and a Nevada resident, who became enrolled in the Sierra Health Plan.

11. In or about 2005, Mr. Khalaf moved to the country of Jordan and then to China to work for Kalifano's international operation. Mr. Khalaf continued to be a Kalifano full time employee.

12. Neither the GEA nor the COC applicable to Sierra Health Plan state that Sierra Health Plan does not provide health benefits to employees who reside outside of the United States, that an employee's move outside of the USA makes them ineligible under the Sierra Health Plan, or that an employee's move outside of the United States needs to be reported to Sierra Health. *See supra* relevant portions of the GEA and the COC.

13. At no time prior to July 17, 2017 did Sierra Health or any of its agents advise Kalifano that the Sierra Health Plan does not provide health benefits to employees who reside out of the United States, that an employee's move outside of the United States makes them ineligible under the Sierra

1 Health Plan, or that an employee's move outside of the United States needs to be reported to Sierra
2 Health.

3 14. However, Sierra Health continued to charge Kalifano for Mr. Khalaf's health benefits
4 under the Sierra Health Plan.

5 15. On or about July 17, 2017, to Kalifano's shock and for the first time, Sierra Health
6 informed Kalifano that Mr. Khalaf is not eligible for coverage and has in fact not been covered by the
7 Sierra Health Plan since Mr. Khalaf moved outside the United States in 2005 because Sierra Health
8 does not provide coverage to employees residing outside of the United States.

9
10 16. Sierra Health terminated Mr. Khalaf's coverage retroactively, effective May 31, 2017.

11 17. Shortly thereafter, Kalifano requested a refund from Sierra Health for health insurance
12 premiums paid on behalf of Mr. Khalaf from the time he moved out of the USA through May 31, 2017.

13 18. In response, on or about December 5, 2017, Sierra Health, recognizing its fraud and/or
14 mistake, issued a refund, but only in the amount of \$3,972.35, sixty (60) days-worth of premiums.

15 19. To date, although Sierra Health refunded Kalifano sixty (60) days-worth of premiums
16 and despite Kalifano's repeated requests, Sierra Health has refused to refund Kalifano for the premiums
17 it paid for Mr. Khalaf's health insurance premiums since Mr. Khalaf moved out of the United States in
18 2005 until May 31, 2017.

19
20 **FIRST CLAIM FOR RELIEF**

21 **(Fraud)**

22 20. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 19
23 above as if fully incorporated herein.

24 21. Plaintiff pleads this claim for relief in the alternative and without any prejudice to or any
25 waiver of any other claim asserted in this Complaint.

26 22. Defendant failed to inform the Plaintiff that the Sierra Health Plan does not provide
27 health benefits to Kalifano's employees who reside abroad.
28

1 for coverage as of his relocation, was a unilateral mistake as to a basic assumption made by Kalifano in
2 obtaining the subject health coverage.

3 55. At all material times, Sierra Health knew or had reason to know, or should have known,
4 that Kalifano had made this unilateral mistake.

5 56. Sierra Health not providing health benefits to Mr. Khalaf since his relocation outside of
6 the USA while charging Kalifano, has had an adverse material effect on Kalifano.

7 57. Under the legal doctrine of unilateral mistake, Kalifano is entitled to the equitable remedy
8 of recession and restitution of the Sierra Health Plan with respect to Mr. Khalaf and Kalifano is entitled
9 to a refund all of the premiums it paid for Mr. Khalaf under the Sierra Health Plan since Mr. Khalaf's
10 relocation outside of USA.

11 58. As a direct and proximate result of the unilateral mistake, Kalifano had to retain the
12 services of an attorney to file this action. Therefore, Kalifano is entitled to an award of reasonable
13 attorney's fees and costs of suit.

14 **SIXTH CLAIM FOR RELIEF**

15 **(Negligent Misrepresentation)**

16 59. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
17 through 58 as though fully set forth herein.

18 60. Plaintiff pleads this claim for relief in the alternative and without any prejudice to or any
19 waiver of any other claim asserted in this Complaint.

20 61. At all material times, Sierra Health failed to exercise reasonable care or competence in
21 communication to Kalifano that an employee's relocation outside of USA affects their eligibility under
22 the Sierra Health Plan.

23 62. Kalifano justifiably relied on Sierra Health's false information when it continued to
24 believe that upon his relocation outside of USA, Mr. Khalaf continued to be covered under the Sierra
25 Health Plan, and continued to pay for Mr. Khalaf's premiums.

26 63. As a direct result of the negligent conduct of Sierra Health, Plaintiff sustained general,
27 special and consequential damages, in an amount in excess of \$15,000.00.
28

64. As a direct and proximate result of the Sierra Health's negligent misrepresentation, Kalifano had to retain the services of an attorney to file this action. Therefore, Kalifano is entitled to an award of reasonable attorney's fees and costs of suit.

SEVENTH CLAIM FOR RELIEF

(Unjust Enrichment)

65. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 64 as though fully set forth herein.

67. Plaintiff pleads this claim for relief in the alternative and without any prejudice to or any waiver of any other claim asserted in this Complaint.

68. Mr. Khalaf became ineligible for coverage under the Sierra Health Plan from the time he relocated outside of USA. However, Sierra Health continued to collect premiums from Plaintiff for Mr. Khalaf's coverage under the Sierra Health Plan. Sierra Health has been unjustly enriched by wrongfully collecting premiums without providing health benefits to Mr. Khalaf. It would be inequitable and unjust for Sierra Health to retain such ill-gotten gains.

69. It was necessary for Plaintiff to retain the services of an attorney to file this action. Therefore, Plaintiff is entitled to an award of reasonable attorney's fees and costs of suit.

EIGHT CAUSE OF ACTION

(Declaratory Relief)

70. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 69 as though fully set forth herein.

71. The Court has the power to declare the rights and other legal remedies of the parties to this dispute.

72. An actual and justifiable controversy has arisen between Plaintiff and Defendant Sierra Health as to whether Plaintiff is entitled to recover the premiums it paid for Mr. Khalaf since his relocation outside of the USA.

73. These issues are ripe for judicial determination.

74. Plaintiff is entitled to receive a court order declaring that Sierra Health improperly and unlawfully collected premiums for Mr. Khalaf's health benefits while he resided outside of the USA.

WHEREFORE, Kalifano prays for judgment against Defendant as follows:

1. Rescission of the contract for Mr. Khalaf's health benefits under the Sierra Health Plan since his relocation outside of USA;
2. Repayment of all premiums Kalifano paid for Mr. Khalaf's health benefits under the Sierra Health Plan since his relocation outside of USA;
3. For compensatory damages in a sum according to proof at trial;
4. For special damages in a sum according to proof at trial;
5. For interest and pre-judgment interest at the statutory rate until the amount of judgment is paid in full;
6. For punitive damages in a sum according to proof at trial;
7. For a declaration as to the legal rights and responsibilities of Sierra Health to Kalifano;
8. For attorney's fees and costs of suit incurred;
9. For such other and further relief as the Court may deem appropriate.

DATED this 25th day of April, 2019.

JESSE SBAIH & ASSOCIATES, LTD.

By /s/ Ines Olevic-Saleh
Jesse M. Sbaih (#7898)
Ines Olevic-Saleh (#11431)
The District at Green Valley
170 South Green Valley Parkway, Suite 280
Henderson, Nevada 89012
Attorneys for Plaintiff

///

///

///

///

///

PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff, by and through the law firm of Jesse Sbaih & Associates, Ltd., hereby demands a jury trial of all issues in the above-captioned matter.

DATED this 25th day of April, 2019.

JESSE SBAIH & ASSOCIATES, LTD.

By /s/ Ines Olevic-Saleh
Jesse M. Sbaih (#7898)
Ines Olevic-Saleh (#11431)
The District at Green Valley
170 South Green Valley Parkway, Suite 280
Henderson, Nevada 89012
Attorneys for Plaintiff